



# SUNSCAPE®

## 10 (Ten) Year Light, Color and Hail Warranty

### Product:

"SUNSCAPE® Solid Polycarbonate Standing-Seam sheets of 3mm thickness (hereinafter "the Product") are hereby warranted by Palram Americas, Inc. (hereinafter "the Manufacturer"), subject to any other terms contained herein.

### Scope of Warranty:

This Warranty applies only to the original property owner at the time the Product is installed (the "Owner"). In this Warranty, "Owner" shall also mean the occupant of a leased property who installs the Product or contracts to have it installed at such leased property, which it occupies at the time of installation.

Collectively, the term "Warranty" shall mean the following warranties:

#### A. Light Transmission Warranty:

The Product shall not lose more than 6% of its light transmitting capacity from the original date purchased for a period of 10 years as a direct result of the effect of solar radiation as measured to the procedures in ASTM D1003-13 (hereinafter referred to as "Decrease"). Decrease is measured by comparing the Product's original light transmission capacity vs. a cleaned sample taken from the installation site.

#### B. Color Warranty:

The Product shall not display an increase in yellowness (as measured according to the procedures in ASTM D1925-77) (hereinafter a "Color Change") of more than 10 units delta in the case of transparent products or 15 units delta in the case of White Opal or Diffuser products for a period of 10 years from the Commencement Date (as defined below) as a direct and exclusive result of the impact of solar radiation. The baseline for determining Color Change shall be determined according to the Manufacturer's standard product literature at the time of the original sale.

#### C. Hail Warranty:

The Product shall not break due to excessive loss of impact strength as a direct and exclusive result of the impact of hail, measuring up to 1 inch in diameter, attaining a velocity of up to 20 m/s for a period of ten (10) years from the Commencement Date (hereinafter referred to as "Breakage").

Loss of impact strength will be determined by testing conducted by the Manufacturer according to ISO 6603/1-1985(E) and/or ASTM D-5628-95 method F, to be applied on a sample of the broken sheet provided by the Owner. This Hail Warranty only applies if the sample will be brittle broken during this test into separate pieces (shatter).

#### Commencement Date

The commencement date of this Warranty (the "Commencement Date") shall be the date the Product was purchased by the Owner from an authorized dealer or retailer.

#### Conditional Limitations

This Warranty shall be valid only if:

- The Product is used for normal purposes as specified by the Manufacturer.

- The original proof of purchase is presented.

- The Product is stored, installed, handled, cleaned and maintained in accordance with the Manufacturer's written instructions which are available on-line at [www.palram.com/us](http://www.palram.com/us) and is used only in a customary fashion.

Except as described in the Hail Warranty, the Product is not warranted against any effects of natural disasters, and is not warranted to any extent against misuse, intentional damage, accidental damage or use for an inappropriate application.

This Warranty does not cover any costs and expenses of removal and installation of the Product or taxes or shipping cost or any other direct or indirect losses that may result from the Product failure.

#### Claims and Notifications

Every Warranty claim must be submitted by the Owner in writing to the Manufacturer or original dealer promptly after occurrence of Decrease, Color Change or Breakage, enclosing the original sales receipt or other proof of purchase and this Warranty. Owner may make only one claim under the Light Transmission Warranty, one claim under the Color Warranty and one claim under the Hail Warranty for any particular installation over the lifetime of the Product.

The Owner must (a) allow the Manufacturer an opportunity to inspect any or all of the sheets involved and the installation site itself while the sheets are still in their original position and have not been removed, moved or altered in any way, or (b) upon the Manufacturer's request, return a sample of the sheets to the Manufacturer for testing. The Manufacturer reserves the right to investigate independently the cause of any claim.

#### Where to File Claims to Manufacturer

Palram Americas, Inc.  
9735 Commerce Circle  
Kutztown, PA 19530

#### Compensation

If a claim is covered under this Warranty, then the Manufacturer will provide the Owner with free replacement Product or, at the Manufacturer's discretion, refund all or part of the original purchase price paid by Owner, in accordance with the Refund Tables listed below. A replacement Product is warranted only for the balance of the time remaining in the Warranty on the original Product.

#### Refund Tables

##### Loss of Light Transmission and/or Color Change

If, over a specific period of time, the Product either (a) loses a greater percentage of its light transmitting capacity and/or (b) has a greater Color Change than the allowed during that time under the aforementioned Warranties and the Manufacturer elects to make a refund rather than supply replacement Product, the applicable refund percentages are as follows, based on the time elapsed from the Commencement Date to the time the loss is reported to the Manufacturer:



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Time Elapsed After Commencement Date	Owner will be refunded this percentage of original purchase cost
End of 5th year	100%
End of 6th year	50%
End of 7th year	40%
End of 8th year	30%
End of 9th year	20%
End of 10th year	10%

### Hail

If the Product fails to meet the Hail Warranty, and the Manufacturer elects to make a refund rather than supply replacement Product, the applicable refund percentages are as follows, based on the time elapsed from the Commencement Date to the time the Breakage is reported to the Manufacturer:

Time Elapsed After Commencement Date	Owner will be refunded this percentage of original purchase cost
To end of 3rd year	100%
End of 4th year	85%
End of 5th year	70%
End of 6th year	55%
End of 7th year	40%
End of 8th year	30%
End of 9th year	20%
End of 10th year	5%
After 10th year	0%

### Example:

If by the end of the sixth year the Product has lost 12% of its original light transmission capacity, and that loss is more than the permitted Decrease such that the Product is not in compliance with the Light Transmission Warranty, then the Manufacturer would elect either to provide 100% replacement Product or refund 50% of the original cost of the Product.

### Jurisdiction

This Warranty is governed by and shall be construed according to the laws of the Commonwealth of Pennsylvania, USA. Any claim or dispute related

to the product and/or this Warranty shall be exclusively brought before the appropriate court in the Commonwealth of Pennsylvania, USA, which shall have the exclusive jurisdiction in any such claim or dispute. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Warranty.

THIS LIMITED WARRANTY SHALL BE THE MANUFACTURER'S SOLE WARRANTY APPLICABLE TO THE PRODUCT. ANY OTHER CLAIMS FOR DAMAGE OR LOSS, DIRECT, INDIRECT OR CONSEQUENTIAL, WHATEVER THE CAUSE THEREOF, ARE EXPRESSLY EXCLUDED FROM THE WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCE SHALL THE MANUFACTURER BE LIABLE FOR ANY AMOUNT GREATER THAN THE ORIGINAL PRICE OWNER PAID FOR THE PRODUCT.

### Disclaimer

THE MANNER IN WHICH MANUFACTURER'S PRODUCTS ARE USED AND THE PURPOSE TO WHICH THEY ARE PUT, AND ANY TECHNICAL ASSISTANCE AND INFORMATION PROVIDED BY THIRD PARTIES, ARE BEYOND THE MANUFACTURER'S CONTROL. THEREFORE, OWNER MUST INDEPENDENTLY DETERMINE, TO OWNER'S SATISFACTION, WHETHER THE PRODUCTS ARE SUITABLE FOR OWNER'S INTENDED USES.. EXCEPT AS SET FORTH IN THIS WARRANTY, ALL INFORMATION AND TECHNICAL ASSISTANCE FROM MANUFACTURER GIVEN IS WITHOUT WARRANTY OR GUARANTEE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. EXCEPT FOR MANUFACTURER'S EXPRESS WRITTEN WARRANTIES, OWNER ASSUMES AND HEREBY EXPRESSLY RELEASES MANUFACTURER FROM ALL LIABILITY, IN TORT, CONTRACT OR OTHERWISE, INCURRED IN CONNECTION WITH THE USE OF MANUFACTURER'S PRODUCTS, TECHNICAL ASSISTANCE AND INFORMATION. ANY STATEMENT OR RECOMMENDATION NOT CONTAINED HEREIN IS UNAUTHORIZED AND SHALL NOT BIND MANUFACTURER.

THIS WARRANTY ONLY APPLIES TO PRODUCT SOLD AND USED IN THE UNITED STATES AND CANADA.

### Other Remedies

TO THE EXTENT MANUFACTURER IS PROHIBITED UNDER ANY APPLICABLE LAW FROM EXCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT, THE DURATION OF ALL SUCH IMPLIED WARRANTIES IS EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY OR, IF GREATER, THE MAXIMUM PERIOD REQUIRED BY APPLICABLE LAW.

THIS WARRANTY GIVES THE OWNER SPECIFIC LEGAL RIGHTS. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE LIMITATIONS AND EXCLUSIONS IN THIS WARRANTY MAY NOT APPLY TO PARTICULAR OWNERS.

## PALRAM AMERICAS

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